



December 17, 2009

Scott Shannon
Malcolm Pirnie, Inc.
2301 Maitland Center Parkway, Suite 244
Maitland, Florida 32751-7414

RE: Contract and First Amendment for Waste to Energy Monitoring

Dear Mr. Shannon:

Attached you will find one (1) fully executed copy of the above mentioned contract and first amendment for your files.

Sincerely,

Susan Dugan, CPPB
Procurement Services

cc: Daryl Smith, Environmental Utilities
Jeff Cooper, Procurement Services

One (1) original First Amendment – Connie Rodgers

Enclosure

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN**

**LAKE COUNTY
AND
MALCOLM PIRNIE, INC.**

**FOR
ON-CALL ENGINEERING FOR WASTE TO ENERGY MONITORING**

This is the first Amendment to the Agreement between: LAKE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “COUNTY”, initially awarded through its Board of County Commissioners,

AND

MALCOLM PIRNIE, INC., a corporation, its successors and assigns, hereinafter referred to as “CONTRACTOR”.

WHEREAS, on December 1st, 2009, in response to RSQ 09-0034, COUNTY and CONTRACTOR entered into an Agreement for the services stated in the title above; and

WHEREAS, the original signed version of the Agreement did not contain a full copy of Exhibit A to the Agreement, and

WHEREAS, adding a complete Exhibit A to the Agreement amends no aspect of the work originally solicited or to be performed, and has no associated pricing impact, and is therefore within the authority of the County’s Procurement Director


NOW THEREFORE, IN CONSIDERATION of mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth COUNTY and CONTRACTOR agree as follows:

Section 1. To remove the entirety of the incomplete version of Exhibit A attached to the initial Agreement, and substitute in lieu thereof the entirety of the attached Exhibit A.

Section 2. Other Terms All other terms and conditions of the said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed the First Amendment on the respective dates under each signature: LAKE COUNTY through its Procurement Director and by CONTRACTOR through duly authorized representative.

CONTRACTOR:
MALCOLM PIRNIE, INC.


Printed Name: Scott C. Shannon, P.E.
Title: Senior Associate
Date: 12.3.2009

LAKE COUNTY:


Barnett Schwartzman,
Procurement Director
16 DEC 09
Date

Approved as to form
and legality:



Melanie Marsh
Acting County Attorney

EXHIBIT A

SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

TASK 100 – OPERATIONS MONITORING

Malcolm Pirnie (the “CONSULTANT”) shall provide an assessment of the operational efficiency and maintenance of the Facility, located at 3830 Rogers Industrial Park Road, Okahumpka, Florida (owned and operated by Covanta Lake II, Inc.) as well as compliance with the Service Agreement. The CONSULTANT shall to the best of its ability, combine site visits, meetings and outage inspections to keep trips to a minimum. The budget for this task assumes that all project meetings, Facility inspections, outage inspections and monitoring shall be accomplished by the CONSULTANT during eight visits per year (two per quarter), conducted by one person each for no more than eight hours per visit. If necessary, visits by CONSULTANT’s individual representatives may occur on the same day.

To the extent that additional visits are required by the COUNTY, the CONSULTANT shall prepare a Work Authorization stating the purpose for the additional visit including the work scope and budget for COUNTY consideration. The Work Authorization for additional site visits, if approved by the COUNTY, shall be considered an additional service and shall be billed and reimbursed under Task 300, General Engineering. Based upon the CONSULTANT’S eight visits per year, the CONSULTANT shall assess the Facility’s ability to dispose of solid waste and to convert solid waste into electricity for sale. The CONSULTANT shall assess the effectiveness of achieving these goals through the following tasks:

Task 105 – On-Site Inspections

The CONSULTANT shall conduct eight on-site inspections per year (two per quarter) and shall arrange these visits in advance with the COUNTY and Covanta Lake II, Inc. (the “CONTRACTOR”). During the site visits, the CONSULTANT shall observe operating practices and equipment condition and shall compare such with the current industry standards and to the requirements of the COUNTY’S Service Agreement (e.g. see Schedule 4 & Schedule 18) with the CONTRACTOR. The CONSULTANT shall conduct visual inspections of the facility, equipment and essential components to ensure operational integrity. Data logs, plant performance data and maintenance records shall be reviewed to identify any unusual or abnormally heavy activity that may indicate an impending problem. The CONSULTANT shall notify the COUNTY of any findings of that require immediate attention as soon as practical. CONSULTANT shall maintain a rolling “punch list” of operations and maintenance items to be addressed, fixed or reviewed by the CONTRACTOR and photographs of areas structurally compromised. The pertinent findings of CONSULTANT’s on-site inspections shall be incorporated and coordinated with the requirements of the quarterly performance memoranda and annual performance reports.

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CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

Task 110 – Solid Waste Deliveries and Processing Efficiency

The COUNTY will authorize the CONTRACTOR to provide the CONSULTANT with all the data related to solid waste deliveries and processing so that the CONSULTANT can analyze solid waste deliveries and Facility throughput. The comparison of solid waste deliveries with actual throughput shall yield a determination of Facility processing efficiency relative to variations in the quantities of solid waste delivered. The CONSULTANT shall report in writing to the COUNTY quarterly on facility efficiency relative to variations in the quantities of solid waste delivered and relative to permits and applicable agreements.

Task 115 – Energy Production Efficiency

The CONSULTANT shall assist the COUNTY in assessing energy production efficiency at the facility in terms of operating practice and energy production. The CONSULTANT shall report to the COUNTY as to the overall efficiency of the Facility in terms of energy production and energy revenues in writing on a quarterly basis. The CONSULTANT shall recommend to the COUNTY possible operating and maintenance procedures to be suggested to the CONTRACTOR to improve energy production. The CONSULTANT shall review the benefits of modifying throughput based on variations of load to maximize efficiency in electric revenues. If the CONSULTANT identifies the potential for COUNTY savings or increased electric revenues, based on the CONSULTANT'S review and analysis of energy production efficiency, the CONSULTANT shall notify the COUNTY. If the COUNTY desires the CONSULTANT to perform additional studies and analyses on the matter, the CONSULTANT shall prepare the appropriate Work Authorization for COUNTY consideration. The Work Authorization for additional energy production efficiency analyses shall be considered an additional service and shall be billed and reimbursed under Task 300, General Engineering.

Task 120 – Review Continuous Emissions Monitoring

The CONSULTANT shall aid the COUNTY in reviewing continuous emissions monitoring data on a quarterly basis and incorporate its findings into the CONSULTANT'S quarterly and annual reports. The CONSULTANT shall evaluate emissions levels in terms of permit and contract compliance.

Task 125 – Prepare for and Attend Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings, if any, with COUNTY personnel and the CONTRACTOR. The purpose of coordination meetings is for both the CONTRACTOR and CONSULTANT to report on Facility operations and to coordinate the efforts of the COUNTY, CONTRACTOR and CONSULTANT to improve the overall condition and operating efficiency of the Facility. Attendance of such coordination meetings is included in CONSULTANT'S eight on-site visits per year.

EXHIBIT A

SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

Task 130 – Conduct Outage Inspections

During scheduled and unscheduled outages of major equipment such as boilers, turbine generator, condensers, cooling tower system, ash recovery system, etc., the CONSULTANT shall conduct inspections of the Facility. It is assumed that each boiler shall undergo two scheduled outages per year and the turbine/generator one outage per year, for a maximum of five on-site Facility outage inspections per year. The CONSULTANT shall document each outage inspection with a photo log to be incorporated into the annual report. Outage inspections are included in CONSULTANT'S eight on-site visits per year.

Task 131 – Five-Year Turbine Generator Overhaul Outage

During the scheduled turbine-generator (TG) five year outage the CONSULTANT will perform up to 3 inspections of the TG and review the CONTRACTOR TG Report. The CONSULTANT shall provide a letter report summarizing our evaluation and findings and provide a photo log as an appendix to the letter report.

Task 135 – Complete Outage Reports

After receipt of scheduled and unscheduled outage reports prepared by the CONTRACTOR, the CONSULTANT shall review the CONTRACTOR'S report and prepare a written comment on the outage and include such comments in the applicable quarterly performance memorandum or annual performance report.

Task 140 – Stack Testing Monitoring

The CONSULTANT shall observe the performance of annual stack testing as performed by the stack testing CONTRACTOR. This shall involve the observation of daily stack test activities, preparation of daily observation memos and a review of the final stack test report and results. The purpose of this task is to insure that the applicable testing methods are performed properly; to document any issues that may affect the validity of stack test results; and to document the reasons and acceptability of the CONTRACTOR'S overtime, additional testing, etc. that may affect the cost of the testing and COUNTY'S obligation to pay the CONTRACTOR. The CONSULTANT shall review the Report of the Annual Compliance Test results within 30 days of receipt, and include comments on its observations and review in the applicable quarterly performance memorandum or annual performance report.

Task 145 – Data Collection, Maintenance & Review

The CONSULTANT shall collect data for use in analyses by the CONSULTANT and/or the COUNTY. Data collection shall include not only performance data but also financial data from monthly invoices. It shall be the Consultant's responsibility to report to the COUNTY trend analysis of this data comparing not only year-to-year trends, but also data, analysis and trends with other facilities. The CONSULTANT shall calculate, review

EXHIBIT A

SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

and/or verify any and all operational and financial penalty, true up and monitor calculations contained in the COUNTY's agreement with the CONTRACTOR. The CONSULTANT shall make such information and review(s) in electronic form available to the COUNTY upon request.

Task 150 – Quarterly Performance Memoranda

The CONSULTANT shall prepare a quarterly memorandum for each of the first three quarters of the fiscal year. This memorandum shall include commentary on all information required by Tasks 105 through 145. The memorandum shall indicate the CONTRACTOR'S ability to operate the Facility satisfactorily with respect to the technical and engineering terms and conditions of the Service Agreement through the current quarter and through the term of the Service Agreement.

Task 155 – Annual Performance Reports

The CONSULTANT shall compile all data by the COUNTY and CONTRACTOR and the CONSULTANT'S outage reports, on-site inspections, monitoring as well as data analysis into an annual performance report due by August 31 of each year. If Facility operation is considered satisfactory with respect to the technical and engineering terms and conditions of the Service Agreement, then the report shall make a statement to that effect or otherwise comment on the deviation from standard operational procedures if any and indicate actual levels of performance through summary tables. A summary of plant operations and structural integrity, maintenance and performance with respect to established guidelines shall be included as part of the report. The CONSULTANT shall comment on the CONTRACTOR'S ability to provide and perform services for the duration of the contract. All written reports prepared during the year shall be included as appendices to the annual report. The report shall be submitted in draft to the COUNTY and other appropriate representatives for comment. Once all comments are received, fifteen copies of the Annual Report shall be submitted to the COUNTY.

In addition, the CONSULTANT shall develop a Facility punch list report for the COUNTY and CONSULTANT to use in monitoring the overall condition of the Facility. Copies of the punch list report shall be made available to the COUNTY and other COUNTY representatives as the COUNTY deems appropriate. The Facility punch list report shall be used by the COUNTY and the CONSULTANT to provide detailed documentation as to the overall physical condition of the Facility and to make sure the CONTRACTOR is maintaining the Facility in accordance with the terms of its agreement with the COUNTY.

In the event the COUNTY requires the CONSULTANT to develop a formal report other than the normal reporting documents under this task, the CONSULTANT shall provide the report under Task 300 "General Engineering" through a separate Work Authorization.

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CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

Task 160 – Regulatory Review/Issues

The CONSULTANT shall monitor, review and analyze and inform the COUNTY of pending local, state or federal regulations that could have a potential material effect on Facility operations.

TASK 200 – CHANGE ORDERS/CLAIMS AND ARBITRATION/SERVICE AGREEMENT RE-NEGOTIATION

The scope and level of effort to complete this task cannot be determined at this time.

The CONSULTANT shall notify the COUNTY of any proposed CONTRACTOR changes or alterations. The CONSULTANT shall provide engineering and cost analyses related to Facility changes that are necessary to meet permit requirements and changes-in-law. The CONSULTANT may also represent the COUNTY on technical issues that arise during any disputes over changes in the Facility that may be encountered. The CONSULTANT would review any CONTRACTOR drawings, details, reports and specifications provided to the COUNTY. The CONSULTANT would review each proposed modification of the specifications with the COUNTY prior to the CONTRACTOR implementing Facility modifications. This may include an analysis of the CONTRACTOR'S cost estimate and its effect on the performance and/or operating costs of the Facility. The CONSULTANT would review and analyze all data and information and would participate in the negotiation sessions with the CONTRACTOR for dispute resolution. The CONSULTANT would provide construction monitoring activities related to any of the necessary modifications implemented by the CONTRACTOR to the Facility.

The CONSULTANT, if requested by the COUNTY to perform these tasks, shall develop a detailed work scope and budget for the COUNTY'S review and approval. COUNTY approval under this task shall require an approved Work Authorization.

TASK 300 – SERVICE AGREEMENT RENEGOTIATION

The CONSULTANT shall act as the COUNTY technical representative in renegotiations of the CONTRACTOR'S service agreement with the COUNTY. The CONSULTANT, if requested by the COUNTY to perform these tasks, shall develop a detailed work scope and budget for the COUNTY'S review and approval. COUNTY approval under this task shall require an approved Work Authorization.

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SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

TASK 400 – GENERAL ENGINEERING

The Scope of Service and level of effort necessary to complete the General Engineering tasks have not been determined at this time. All General Engineering tasks shall require an approved Work Authorization. General Engineering tasks are professional services for waste-to-energy and solid waste related projects in which construction costs do not exceed \$1,000,000 or for study activity when the fee for such professional service does not exceed \$50,000.

Task 405 – Ash related Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan related to ash, ash reuse or ash disposal in accordance with all applicable regulations.

Task 410 – Utility Related Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan related to utility issues including water, wastewater, electric, and natural gas.

Task 415 – Regulatory Review/Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan of pending changes in local, state or federal regulations.

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MALCOLM PIRNIE, INC.**

FOR

CONTINUING ENGINEERING SERVICES FOR WASTE TO ENERGY MONITORING

RSQ #09-0034

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Malcolm Pirnie, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualification (RSQ), #09-0034, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #09-0034 was issued and Procurement Services did seek proposals from firms qualified to provide continuing engineering services for waste to energy monitoring; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide engineering services for waste to energy monitoring.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth in the Scope of Work, attached hereto and incorporated herein as Exhibit A. Services not specifically identified in Exhibit A may be added upon mutual consent of the parties. Any changes in services shall be negotiated between the parties.

3.2 This Agreement shall be effective for the five (5) year period beginning October 1, 2009 and shall remain in effect until September 30, 2014. The prices herein shall remain firm and fixed for the initial two (2) fiscal years. The COUNTY may consider an adjustment to hourly rates based on current market rates at the beginning of each subsequent fiscal year of this Agreement. It is the CONSULTANT's

responsibility to request any pricing adjustment under this provision. The CONSULTANT's written request for adjustment shall be submitted thirty (30) calendar days prior to the start of the fiscal year. If no adjustment request is received from the CONSULTANT, the COUNTY will assume that the CONSULTANT has agreed to the continuation of the prices for the next fiscal year. Any adjustment request received after the commencement of the fiscal year shall not be considered.

3.3 The CONSULTANT shall coordinate, cooperate and work with any other consultants or contractors retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every reasonable precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment for services rendered under this Agreement shall be made in accordance with the CONSULTANT's Hourly Rates set forth in the Fee Schedule, attached hereto and incorporated herein by reference as Exhibit B. In no event shall the contract amount exceed \$67,594.00 per fiscal year, beginning with the fiscal year running from October 1, 2009 through September 30, 2010, unless a change order has been executed in accordance with the COUNTY'S Purchasing Policy and Procedures. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request. The amount per fiscal year shall be in accordance with the Budget Estimate, attached hereto and incorporated herein as Exhibit C. It is the intent of the parties that this Agreement shall be a "not-to-exceed" agreement.

4.2 The hourly rates in Exhibit B and the estimated fiscal year cost in Exhibit C do not include the scope and level of effort necessary to complete Task 200 "Change Orders/Claims and Arbitration," Task 300 "Service Agreement Re-negotiation," or Task 400 "General Engineering." Hourly rates for these tasks shall be provided in a Work Authorization to be developed by the CONSULTANT and the COUNTY. No work shall be performed under these tasks without prior approval and a COUNTY issued Work Authorization.

4.3 Other than the hourly rates set forth in Exhibit B, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder, except as provided for in this Agreement.

4.4 Invoices shall be submitted in duplicate to the Department of Environmental Services, Attn: Jeffrey Cooper, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and

a detailed description of services and fees, including the number of hours worked per Task being billed, and the title of the employee performing such services.

4.5 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.6 CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

4.7 CONSULTANT and COUNTY hereby agree that the hours of service set forth in Exhibit C are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT as set forth in section 4.1 above.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall reimburse CONSULTANT in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the

reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Insurance. CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of the Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance insure the CONSULTANT in accordance with the following minimum limits and coverage:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if any of CONSULTANT's employees are injured, CONSULTANT will not hold the COUNTY responsible for any payment or compensation.

(X) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(X) Certificates of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(X) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(X) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(X) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(X) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(X) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of the contract for default.

(X) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or

Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

6.5 Indemnity. The CONSULTANT shall indemnify and hold harmless the COUNTY and its agents, officers, commissioners or employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold the COUNTY, the Board of County Commissioners of Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional wrongful conduct, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT'S duties set forth in this Agreement.

6.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Acceptance of Services. Any service(s) procured as a result of this Agreement may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

6.8 Ownership of Deliverables. CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY, including any applicable copyrights. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

6.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

6.12 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

6.13 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for six (6) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.14 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding \$150,000, the firm or organization awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

6.16 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.17 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Malcolm Pirnie, Inc.
Attn: Scott C. Shannon
2301 Maitland Center Parkway, Suite 244
Maitland, Florida 32751-7414

If to COUNTY:

County Manager
Lake County Administration Building
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Environmental Services
Attn: Jeffrey Cooper
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

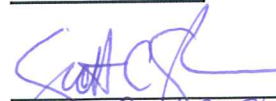
8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Work
Exhibit B	Fee Schedule
Exhibit C	Budget Estimate

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 1st day of December, 2009, and CONSULTANT through its duly authorized representative.

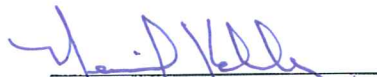
CONSULTANT



Name: Scott C. Shannon, P.E.
Title: Senior Associate

This 9 day of November, 2009.


ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

COUNTY


LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Welton G. Cadwell
Chairman

This 7th day of December, 2009.

Approved as to form and legality:



Melanie N. Marsh
Acting County Attorney

EXHIBIT A

SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

Task 160 – Regulatory Review/Issues

The CONSULTANT shall monitor, review and analyze and inform the COUNTY of pending local, state or federal regulations that could have a potential material effect on Facility operations.

TASK 200 – CHANGE ORDERS/CLAIMS AND ARBITRATION/SERVICE AGREEMENT RE-NEGOTIATION

The scope and level of effort to complete this task cannot be determined at this time.

The CONSULTANT shall notify the COUNTY of any proposed CONTRACTOR changes or alterations. The CONSULTANT shall provide engineering and cost analyses related to Facility changes that are necessary to meet permit requirements and changes-in-law. The CONSULTANT may also represent the COUNTY on technical issues that arise during any disputes over changes in the Facility that may be encountered. The CONSULTANT would review any CONTRACTOR drawings, details, reports and specifications provided to the COUNTY. The CONSULTANT would review each proposed modification of the specifications with the COUNTY prior to the CONTRACTOR implementing Facility modifications. This may include an analysis of the CONTRACTOR'S cost estimate and its effect on the performance and/or operating costs of the Facility. The CONSULTANT would review and analyze all data and information and would participate in the negotiation sessions with the CONTRACTOR for dispute resolution. The CONSULTANT would provide construction monitoring activities related to any of the necessary modifications implemented by the CONTRACTOR to the Facility.

The CONSULTANT, if requested by the COUNTY to perform these tasks, shall develop a detailed work scope and budget for the COUNTY'S review and approval. COUNTY approval under this task shall require an approved Work Authorization.

TASK 300 – SERVICE AGREEMENT RENEGOTIATION

The CONSULTANT shall act as the COUNTY technical representative in renegotiations of the CONTRACTOR'S service agreement with the COUNTY. The CONSULTANT, if requested by the COUNTY to perform these tasks, shall develop a detailed work scope and budget for the COUNTY'S review and approval. COUNTY approval under this task shall require an approved Work Authorization.

EXHIBIT A

SCOPE OF WORK

CONTINUING ENGINEERING SERVICES WASTE-TO-ENERGY MONITORING, FY2009-2010

TASK 400 – GENERAL ENGINEERING

The Scope of Service and level of effort necessary to complete the General Engineering tasks have not been determined at this time. All General Engineering tasks shall require an approved Work Authorization. General Engineering tasks are professional services for waste-to-energy and solid waste related projects in which construction costs do not exceed \$1,000,000 or for study activity when the fee for such professional service does not exceed \$50,000.

Task 405 – Ash related Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan related to ash, ash reuse or ash disposal in accordance with all applicable regulations.

Task 410 – Utility Related Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan related to utility issues including water, wastewater, electric, and natural gas.

Task 415 – Regulatory Review/Issues

This task includes an evaluation and analysis necessary to complete a feasibility report, cost benefit analysis and/or implementation plan/monitoring plan of pending changes in local, state or federal regulations.

EXHIBIT B

FEE SCHEDULE HOURLY RATES / DIRECT EXPENSES

The CONSULTANT will invoice and the COUNTY will pay the CONSULTANT for services provided under this contract in accordance with the terms and conditions of this contract. The payment method for this contract will be on a time and materials basis pursuant to the fee schedule depicted below.

<u>TITLE</u>	<u>HOURLY RATE</u>
Vice President	\$200
Senior Associate/Senior Manager	\$200
Associate/Manager	\$179
Senior Project Engineer/Scientist/Professional 6	\$156
Senior Project Engineer 6 (Subconsultant)	\$95
Project Engineer/Scientist/Professional 5	\$142
Project Engineer/Scientist/Professional 4	\$130
Engineer/Scientist/Professional 3	\$119
Engineer/Scientist/Professional 2	\$107
Engineer/Scientist/Professional 1	\$95
Senior Project Technician 8	\$169
Technician 7	\$134
Technician 6	\$111
Technician 5	\$101
Technician 4 (CADD Operator)	\$93
Technician 3	\$72
Technician 2	\$59
Technician 1	\$46
Administrative Staff 3	\$55
Administrative Staff 2	\$45
Administrative Staff 1	\$35

The above billing rates apply to Malcolm Pirnie personnel and subcontractors, and are current for the 2009-2010 and 2010-2011 Fiscal Years. These rates are subject to adjustment at the beginning of each subsequent year of this Agreement, to allow for salary escalation over time.

The above hourly rates do not cover labor costs incurred under Task 200 (Change Orders/Claims and Arbitration), Task 300 (Service Agreement Re-negotiation), or Task 400 (General Engineering). Hourly rates specific to Tasks 200, 300, or 400 will be provided in specific work authorizations to be developed by the Consultant and the County. Rates for these Tasks 200, 300, and 400 may potentially differ from the rates above, based on the personnel required for specific nature of the work as yet to be defined.

EXHIBIT C
Waste-to-Energy Monitoring
Budget Estimate FY 2009-2010

Task	Description	Vice President	Senior Associate	Sr. Project Technician 8	Project Engineer 5	Engineer 3	Sr. Project Engineer 6 (Subconsultant)	Technician 7	Admin Staff 2	Total by Task
100	Operations Monitoring									
105	On-Site Inspections	0	0	20	0	12	8	0	0	\$5,568
110	Solid Waste Deliveries and Processing Efficiency	0	0	6	0	12	8	0	0	\$3,202
115	Energy Production Efficiency	0	0	6	0	12	8	0	0	\$3,202
120	Review Continuous Emissions Monitoring	0	0	4	0	4	4	0	0	\$1,532
125	Prepare For and Attend Coordination Meetings	2	24	20	0	0	16	0	0	\$10,100
130	Outage Inspections	0	0	24	0	12	0	0	0	\$5,484
131	Five-Year Turbine Generator Overhaul Outage (1)	0	0	0	0	0	0	0	0	\$0
135	Complete Outage Reports	0	4	12	0	12	8	0	0	\$5,016
140	Emissions Test Monitoring	0	2	8	0	8	4	0	0	\$3,084
145	Data Collection, Maintenance & Review	0	0	8	0	12	12	0	0	\$3,920
150	Quarterly Performance Memoranda	0	6	6	8	32	12	6	4	\$9,282
155	Annual Performance Report	0	6	6	8	32	12	2	4	\$8,746
160	Regulatory Review/Issues	2	8	4	12	2	12	0	0	\$5,758
165	Renewable Energy	0	4	0	0	0	20	0	0	\$2,700
200	Change Orders/Claims and Arbitration	(TBD By Work Authorizations)								
300	Service Agreement Renegotiation	(TBD By Work Authorizations)								
400	General Engineering	(TBD By Work Authorizations)								
405	Ash Related Issues									
410	Utility Related Issues									
415	Regulatory/Review Issues									
	Total By Discipline	4	54	124	28	150	124	8	8	
	Total By Discipline (w/o 5-yr Turbine Outage)	4	54	124	28	150	124	8	8	
	Billing Rate	\$200.00	\$200.00	\$169.00	\$142.00	\$119.00	\$95.00	\$134.00	\$45.00	
	TOTAL (w/o 5-yr Turbine Outage)	\$800	\$10,800	\$20,956	\$3,976	\$17,850	\$11,780	\$1,072	\$360	\$67,594

(1) No Five-Year Turbine Generator Outage is scheduled for FY2009-2010, so this task is not required. (Next Five-Year outage scheduled for FY2012-2013)